SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO): London Breed; Shireen McSpadden of Dept of Homelessness and Supportive Housing of San Francisco + Does 1-50

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Ramona Mayon

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

San Francisco Superior Court
Civic Center Courthouse
400 McAllister Street, Room 103
San Francisco, CA 94102-4514

CASE NUMBER:
(Número del Caso): CGC-24-611907

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Ramona Mayon
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
1559 Sloat Blvd. Suite B - Box 175, San Francisco CA 94132

DATE: JAN 26 2024
(Fecha)

Clerk, by Daeja Rogers, Deputy
(Secretario) *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under:
- ☐ CCP 416.10 (corporation)
- ☐ CCP 416.20 (defunct corporation)
- ☐ CCP 416.40 (association or partnership)
- ☐ CCP 416.60 (minor)
- ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.90 (authorized person)
- ☐ other *(specify):*

4. ☐ by personal delivery on *(date):*

Page 1 of 1

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FILED
Superior Court of California
County of San Francisco

JAN 26 2024

CLERK OF THE COURT
BY: Deputy Clerk
Daeja Rogers

Ramona Mayon *(Pro Se)*
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

SUPERIOR COURT OF STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Ramona Mayon, **Plaintiff,** **v.** **Mayor London Breed and Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and County of San Francisco, only in their official capacity, and Does 1-50** **Defendants,** **Real Parties of Interest:** **Episcopal Community Services; Bayview Hunter's Point Foundation; and Urban Alchemy.**	**Case No.** CGC-24-611907 **COMPLAINT: Negligence Per Se** **Date:** **Time:** **Dept:**

To this Honorable Court,

I beg forgiveness, speaking in first person present tense. Exhibit A is proof of my health status battling breast cancer and surviving more than a year of hospice care. I can only keep so much straight, and time is limited, so I need to speak plainly.

I am one of the 35 vehicle-dwelling households under the care and custody of the non-profits' contracted with the Dept of Homelessness and Supportive Housing (HSH)'s Vehicle Triage Center (VTC) @ 500 Hunter's Point Expressway, San Francisco. I seek an act of declaratory relief, for myself, and the others, out here suffering intolerable living conditions.

Exhibit B, the Notice of Forming a Tenants' Union, with the 23 signed applications to form said tenants' union.

Exhibit C is the agreement we all signed moving in. I was only provided with a blank copy. It clearly states we who enter the VTC do not have tenants' rights.

Exhibit D is the Dept of Public Works Aug 30, 2023 memo re. the VTC lease extension. It states (highlighted) that HSH prefers to call us "clients" even though *WIC 8255* uses the word "tenant".

Exhibit E is the HSH Sept 29, 2023 report to the SF Homelessness and Behavioral Health Committee Meeting showing the cost to the taxpayer for our sites runs $400 per night, per site (figured at 35 spaces used). That level of expenditure does not show up in the living conditions at the VTC, which is why I have included HSH's subcontractors as Real Parties of Interest.

The allegation of *Negligence Per* requires underlying code or law to broken. It is *CCC § 1771* because the person moving into the VTC must sign an agreement that begins with a misrepresentation of facts about the status of people who live in "navigation centers".

California Civil Code § 1771

One who practices a deceit with intent to defraud the public, or a particular class of persons, is deemed to have intended to defraud every individual in that class, who is actually misled by the deceit.

Respectfully,

Ramona Mayon

Ramona Mayon

Dated Jan 26, 2024

POINTS AND AUTHORITIES

California Constitution

We, the People of the State of California, grateful to Almighty God for our freedom, in order to secure and perpetuate its blessings, do establish this Constitution.

Art. I, § 1_Section 1. All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy.

California Civil Code § 1771

One who practices a deceit with intent to defraud the public, or a particular class of persons, is deemed to have intended to defraud every individual in that class, who is actually misled by the deceit.

Ca. Gov. Code § 65662 Added by Stats 2019 ch 159 (AB 101) [Effective until 1/1/2027] Use by right: A Low Barrier Navigation Center development is a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses, if it meets the requirements of this article. A local jurisdiction shall permit a Low Barrier Navigation Center development provided that it meets the following requirements:

(a) It offers services to connect people to permanent housing through a services plan that identifies services staffing.

(b) It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.

(c) It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code. *(below)*

(d) It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

WELFARE AND INSTITUTIONS CODE

CHAPTER 6.5. Housing First and Coordinating Council [8255 - 8257.2] 8255:

(a) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) "Core components of Housing First" means all of the following:
(1) **Tenant** screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to **tenancy**, or behaviors that indicate a lack of "housing readiness."

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly **tenant**-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing **tenancy**.

(6) **Tenants** have a lease and all the rights and responsibilities of **tenancy**, as outlined in California's Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote **tenant** selection plans for supportive housing that prioritize eligible **tenants** based on criteria other

than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of **tenants**' lives, where **tenants** are engaged in nonjudgmental communication regarding drug and alcohol use, and where **tenants** are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the **tenant** so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among **tenants.**

San Francisco Administrative Code 49.A Residential Tenant Communications

SEC. 49A.1. PURPOSE AND FINDINGS.

The Board of Supervisors finds that, particularly with the large proportion of rental units in the City and County of San Francisco, effective communications among tenants and between tenants and landlords is important to the ongoing vitality of the community. This Chapter 49A is intended to encourage and respect those channels for effective communication.

SEC. 49A.2. DEFINITIONS.

For purposes of this Chapter 49A, the following definitions shall apply:

"Confer in good faith" means that the parties shall have the mutual obligation, personally or through their authorized representatives, to meet and confer and continue for a reasonable period of time as set forth in Section 49A.4, in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement.

"Landlord" shall have the meaning set forth in Administrative Code Section 37.2. The term "landlord" includes landlord agents and representatives and employees, such as property managers and resident managers.

"Organizing Activities" shall mean

1) initiating contact with tenants, including by conducting door-to-door surveys, to ascertain interest in and/or seek support for forming a Tenant Association;

2) joining or supporting a Tenant Association;

3) distributing literature, requesting or providing information, offering assistance, convening meetings (which may occur without a landlord or landlord representative present), or otherwise acting on behalf of one or more tenants in the building regarding issues of common interest or concern. The term "Organizing Activities" shall include, but is not limited to, the operations of a Tenant Association. A person's participation or failure to participate in Organizing Activities shall have no effect on whether that person qualifies as a tenant.

"Tenant" shall have the meaning set forth in Administrative Code Section 37.2.

"Tenant Association" shall mean a group specific to a building with five or more rental units that has a primary purpose of addressing housing services and conditions, community life, landlord-tenant relations, and/or similar issues of common interest or concern among tenants in the building.

SEC. 49A.3. NON-INTERFERENCE IN ORGANIZING ACTIVITIES.

(a) A landlord may neither prohibit nor interfere with an occupant of a rental unit in a building, or a guest invited by an occupant, from using common areas in that building to engage in Organizing Activities.

(b) Distribution of literature may include hanging or otherwise placing literature on the door of tenant units, or where that is not possible as a practical matter then the literature may be placed on the floor in front of tenant units. Such literature placed on or in front of the door of a tenant unit must plainly include the name and telephone number and address of a distributor that the affected tenant may contact to opt out of future doorway distributions of such literature.

(c) The landlord may establish reasonable requirements as to the time, place, and manner of Organizing Activities, so long as the requirements would not effectively prohibit or substantially interfere with Organizing Activities.

(d) Lease agreements entered into or amended on or after January 1, 2022 may not waive a tenant's right to engage in Organizing Activities as set forth in this Chapter 49A. Any provision of any lease agreement entered into or amended on or after January 1, 2022 that purports to waive a tenant's right to engage in Organizing Activities as set forth in this Chapter 49A shall be void as contrary to public policy.

SEC. 49A.4. TENANT ASSOCIATIONS.

(a) Tenants in a building may establish a Tenant Association for purposes of this Chapter 49A by providing their landlord a petition signed by tenants representing at least 50% of the occupied units in the building certifying that they desire to form a Tenant Association, and identifying the Tenant Association. For purposes of this subsection (a), a "petition" may include individual written statements signed by said tenants, or some combination of individual and collective written statements. Once certified, a Tenant Association shall serve as the organizational representative of the tenants as set forth in this Chapter 49A unless or until either (1) a new Tenant Association representing a greater number of occupied units in the building has been certified, or (2) the Tenant Association has been suspended for a failure to timely recertify under subsection (e).

(b) Tenant Associations shall hold regular meetings open to all building residents, and shall elect officers to serve for two-year terms. An officer may continue to hold over after the expiration of their term unless a resident requests an election, in which case an election shall be held within 60 days.

(c) Landlords and Tenant Associations shall confer with each other in good faith regarding housing services and conditions, community life, landlord-tenant relations, rent increases, and other issues of common interest or concern. Examples of conferring in good faith include, but are not limited to, maintaining a designated point of contact, engaging in regular communications, responding to reasonable requests for information, allowing participation by non-resident advocates, providing adequate time for limited-English speakers to obtain translation services, providing and adhering to timelines for addressing habitability concerns, and negotiating and putting agreements into writing. In addition, a Landlord may not prohibit a tenant from allowing a Tenant Association representative to attend meetings involving the Landlord and one or more tenants.

(d) A landlord must on written request of a Tenant Association attend, either themselves or through their representative, at least one Tenant Association meeting per calendar quarter, though more frequent attendance at the request of the Tenant Association is permitted. A landlord or landlord's representative must remain in attendance at the meeting until all agenda items are complete, unless the meeting extends for more than two hours, in which case the landlord or landlord's representative may withdraw from the meeting and request that the remaining items be continued to a subsequent meeting. The meetings shall occur at a mutually convenient time and place. To request that a landlord or their representative attend a meeting, the Tenant Association shall send the landlord a written request at least 14 days in advance; alternatively, if the Tenant Association meets at a regularly scheduled time and place, then the Tenant Association may send the landlord a single standing request to attend meetings for the duration of the calendar year.

(e) Not more than once every three years, the landlord may request in writing that the Tenant Association recertify itself under the petition procedure set forth in subsection (a), in which case the Tenant Association shall have 60 days to recertify itself. If the Tenant Association does not timely recertify itself upon the landlord's request, it shall be temporarily suspended, and the requirements in this Section 49A.4 shall cease to apply, until such time, if any, as the Tenant Association is recertified, or another Tenant Association is certified in accordance with the requirements in this Section 49A.4.

(f) This Section 49A.4 shall not apply to buildings where the landlord is a non-profit organized under 26 U.S.C. 501(c)(3).

SEC. 49A.5. REGULATIONS; REMEDIES.

The Rent Board shall have authority to issue rules and regulations implementing this Chapter 49A. In addition, a tenant's right to engage in Organizing Activities, to receive assistance from a Tenant Association representative, and to have Organizing Activities occur in their building, shall qualify as "Housing Services" under Administrative Code Section 37.2(g). A landlord's failure to comply with the requirements of this Chapter 49A, including but not limited to the requirements to confer with and attend the meetings of a Tenant Association in good faith as set forth in Section 49A.4, may support a petition for a substantial decrease in housing services pursuant to Administrative Code Section 37.8.

SEC. 49A.6. LIMITATIONS.

(a) The provisions of this Chapter 49A are not applicable to purely commercial literature that is not directly related to the building tenancies.

(b) The provisions of this Chapter 49A shall not be read to limit or replace residential tenant or landlord rights or remedies found in other ordinances, or in statutes or Constitutions.

EXHIBIT LIST

A) health status of plaintiff
B) Notice of Forming a Tenant's Union at the VTC
C) Blank Move-in Agreement for VTC (Aug 9, 2022)
D) Dept of Public Works memo about the VTC (Aug 30, 2023)
E) HSH report about the VTC (Sept 29, 2023)

PROOF OF SERVICE

I, Mitzi Fata, am above the age of 18 and I am not a party to this action. I hereby certify that on this 26th day of Jan 26, I served the foregoing *complaint of Negligence Per Se* by causing it to be mailed to:

City Attorney's Office
1 Dr Carlton B Goodlet Plaza
San Francisco, California 94102

Episcopal Community Services
165 8th Street
San Francisco, CA 94103

Bayview Hunter's Point Foundation
1625 Carroll Ave.
San Francisco, CA 94124

Urban Alchemy
1035 Market Street, Suite 150
San Francisco, CA 94103

Mitzi Fata

Mitzi Fata

Superior Court of Califonia
City & County of San Francisco

Ramona Mayon

v.

London Breed, et al

ORDER

The defendants are hereby ordered to remove the references to a lack of tenant status on all paperwork pertaining to entry into a navigation center and it is confirmed that persons living at navigation centers in the State of California are tenants as it conforms with *WIC 8255.*

____________________________ dated

Exhibit

A

City and County of San ncisco
Department of Homelessness and Supportive Housing

S rancisco Homeless Outreach Team
50 Ivy Street
San Francisco, CA 94102
Phone (415) 355-7555
FAX (415) 355-7404

February 4, 2022

To Whom It May Concern,

This letter is to verify that Ramona Mayon is currently homeless and actively works with the San Francisco Homeless Outreach program. She's currently being put into hospice care due to her diagnosis of breast cancer. We have been diligently working with her for over a year. We have also referred her to ECS for problem solving for further support. If you should have any questions or concerns, please do not hesitate to reach out to me directly.

Sincerely,

Trina Branch
Outreach Specialist ll
415-317-9213
415-823-1855

Sutter Health
Sutter Care at Home

2800 Leavenworth Street #350B
San Francisco, CA 94133
(415) 749-4201 Phone
(415) 755-6416 Fax

July 21, 2022

Ramona Mayon
1234 Great Highway
San Francisco, CA 94122

Dear Ms. Ramona Mayon,

This letter is to confirm that you, Ramona Mayon, are enrolled in hospice services on with Sutter Care at Home, San Francisco, California.

Hospice services are provided to individuals with a life expectancy of six months or less. The hospice team focuses on providing medical, emotional, and spiritual care for the terminally ill patient as well as assisting family members manage the practical and emotional challenges of caring for a dying loved one.

Please contact the hospice office at (415) 749-4201 if you have any questions.

Sincerely,

, RN DPCS

Shiila Gascon, RN DPCS
Director of Patient Care Services

+ UCSF Health

1725 Montgomery St., Suite 250
San Francisco, CA 94111

1825 4th Street, 3rd Floor
San Francisco, CA 94158

2356 Sutter Street, Room J146
San Francisco, CA 94115

3100 San Pablo Avenue
Berkeley, CA 94702

1100 Park Place, Suite 100
San Mateo, CA 94403

Referred by: Michael Alvarado
Box 1710

Ramona E. Mayon
1559 Sloat Blvd, Suite B-Box 175
San Francisco, CA 94121

Re Account: 34587876

Date of Examination: 9/19/2023
Interpreting Radiologist: Jessica Hayward, M.D.

Your recent bilateral diagnostic mammogram with tomosynthesis, bilateral breast ultrasound limited examinations showed an abnormality that requires further follow-up by your doctor. However, the only way that you can be sure is to speak with your doctor (if you have not already done so) and have follow-up tests. You should do this as soon as possible. If you have already followed-up on this abnormality, you may disregard this letter.

You and your doctor will decide what additional tests are needed, based on the findings of your mammography and breast ultrasound examinations, your breast physical examination, your medical history, and your concerns.

We suggest that additional radiology tests, if any, should be done at UCSF (1825 4th Street, Mission Bay campus). Please call (415) 353-2573 to schedule these tests. However, if you decide to get the tests elsewhere, make sure that your UCSF mammography and breast ultrasound images are available for comparison when you have additional testing. Your mammography and breast ultrasound images are stored as part of your UCSF medical record and may be obtained for comparison by calling (415) 353-1640.

It is also important that you continue to have mammography screening and breast physical examination, done regularly, for the early detection of breast cancer.

However, your first priority now should be to complete the testing of the abnormality seen on your recent mammography and breast ultrasound examinations. Your doctor has been sent a report of these examinations and will be expecting your call for an appointment.

To schedule an appointment:	(415) 353-2573
To retrieve prior films and/or CD:	(415) 353-1640

Printed on 9/21/2023

Exhibit

B

Ramona Mayon

1559 Sloat Blvd, Suite B-Box 175,

San Francisco, California 94132-1222

Jan 26, 2024

Notice to City & County of San Francisco,

The vehicle dwellers at the Bayview Vehicle Triage Center (VTC), located at 500 Hunter's Point Expressway, San Francisco have formed a tenants' union, named The Candlestick 35, as a concerted effort to confront the SF Department of Homelessness and Supportive Housing (HSH) who has organized this "navigation center" specifically for vehicle dwellers, regarding the bleak, toxic living conditions at this location. The 23 signees[1] of this notice represent more than the required 50% of the units per *SF Admin Code Sec. § 49A.4* to form our tenant union. While the Dept. of Homelessness (HSH), declares there are 41 housing units here, we count only 35. Nonetheless, we bring 23 union members, more than sufficient. HSH prefers to call us "clients", while their two subcontractors, non-profit Urban Alchemy (UA) who manages the Vehicle Triage Center's physical location (by providing janitorial services, security, meal delivery, etc.) plus case managers from the Bayview Hunters' Point Foundation (BVHPF) use the word "guest". A memo from the Dept of Public Works dated Aug 2023, referred to the VTC specifically:

"Regarding terminology, Government Code Section § 65662(c) and Welfare and Institutions Code Section 8255 refers to residents of low barrier navigation centers as 'tenants', HSH prefers to use the word 'client' instead, as people staying in HSH-owned and operated navigation centers neither sign a lease nor provide payment for services and shelter."

However, *Welfare and Institutions Code § 8255*, the law that controls a "navigation center" (which allows VTC, by right, under *Government code § 65662*) states we are "tenants". The word tenant, or tenancy, is used 13 times in *WIC § 8255*, so it would appear that if the Legislature had intended us a different status, they would have used a different word.[2]

The Dec. 5, 2023 States' Land Commission unanimously voted for a two-year extension for the continued operation of the VTC, as the old lease ended Jan. 13, 2024. With approval from SF Board of Supervisors to set aside $12.2 million for two-years of operating costs with $4 million for more capital improvements), per City's own report on Sept 29, 2023 to the Homelessness and Behavioral Health Committee, for the VTC, HSH pays $400 per space, per night (at 35 spaces) in operating costs, with shameful results in quality of life for us out here, we have come to the conclusion it is necessary to form this union to address the following issues:

A) **The lack of notice or safeguards that we are 300 feet from Parcel F of Hunter's Point Shipyard, a radioactive NPL Superfund site.** Scheduled for decontamination by the Navy, 2024 - 2028, thus encompassing the time the new lease for the VTC is in effect. We want written notice on how HSH planned to protect the tenants here from the hazards associated with this coming remediation. We want the soil, water, and air tested, due to documented ongoing digging on-site of toxic dirt, without dust control or even apparent purpose, with zero notice. In the past two-weeks, contracted work crews have been on-site with high pressure water sprayers removing rat feces underneath RVs. Besides being next door to a Superfund site, this plot is under the *Maher Ordinance*, hazardous in its own right, with the daily smell of sewage (or methane gas?) being present and unmitigated. Under *AB101*, an agency (State Dept of Public Health, the State Water Board, or Dept of Toxic Substances Control) has to agree to "residency" in a placed marked as hazardous.

B) **The absence of fire suppression systems.** *NFPA 1194* provides minimum requirements for safety and health for occupants using facilities offering temporary living sites for use by recreational vehicles and other vehicle camping units. There are a few fire extinguishers posted here and there, with none that are rated for vehicle or electrical fires. One RV has already burned to the ground during the short life of the VTC.

C) **The lack of promised electricity to RV housing units.** The office has it (with AC and heat). Tenants get access to an exposed outdoor "charging station" shared with a microwave, covered with a tattered sheet of plastic insufficient against the elements. It cuts out if too many things are plugged in. There are no seats for those waiting for devices to recharge. Power was being brought in for security lighting but NEVER for our use as a community. Without electricity, we are helpless against the elements. At first, there were sixteen unpermitted industrial-size diesel generators powering street lights at night, but they were removed due to local residents filing a lawsuit under the *Clean Air Act.* Next were two industrial generators which never got permits to be used. Over the last summer, trenches were dug and electric lines were laid, with a pile of wooden electric poles installed, but again, not hooked up to anything. Solar-powered street lights were installed, offering much dimmer night-time lights. We would like to see the permits for that recent digging (end of July until Aug 8, 2023). Now sits at the fenceline, three unused, high-voltage, mobile lithium batteries, which, on Jan 24, 2024 began to provide electricity from 5 pm to 1 am. After two years of operation, there is finally power for us, in our homes. The manufacturer specifies they should not be used in areas of flooding, which the VTC experiences significantly in winter. When lithium batteries fail to operate safely or are damaged, they may present a fire and/or explosion hazard. In confined areas like the VTC, a failure could create an explosive environment that limits access to escape routes because each row has been double-fenced to protect the copper wire. Without fire suppression or evacuation system in place, our safety is, as usual, not being considered. Previous sixteen (unpermitted) diesel generators put out 383.8 times the trigger level of 0.26 pounds per year for DPM under BAAQMD's Toxic Air Contaminant Trigger Levels, per the filing by the expert witness in the *Clean Air Act* lawsuit by the neighbors. We don't trust this solution any more than the previous ones.

D) **The inability to prepare our own hot meals or heat our homes.** Most of us felt coerced to enter the VTC, under threat of losing our home. During these forced referrals to the most isolated corner of the City, away from our local support and family networks, we were promised electricity, wi-fi (internet), hygiene facilities, and the ability to do repairs/ register our vehicles. Instead of finding the basic utilities promised, we were told we could not use any 'flames' to cook or heat our RV homes (posted rule). We had to sign an agreement to disconnect our propane stoves. This is an illegal order because there is no authority on the planet that can deny free citizens the "tools of survival" per *the Geneva Convention*. HSH has forced us here, by threat of impounding our broken homes, but fails to provide a safe living environment. We are stripped of our dignity, our self-determination, and made to live in this toxic, ill-prepared location (i.e the former boat parking lot for Candlestick Park). One of our first acts as a tenant's union will be to write and ask the fire marshall where does it get its authority from to command people not to cook or heat themselves? It is a crime on both state and federal levels to be in conspiracy to deny someone of their civil rights, which using amenities in one's own home (logically) is.

E) **Inedible food served at unsafe temperatures.** As we are unable to prepare our own hot meals, contractors serve us meals prepared offsite. We have documented the 2 meals received daily from a repetitive menu with insufficient protein, fiber, vitamins, disrespectful (and unpalatable) treatment of ethnic cuisine. So far, we have been served by three different non-profits, (*Mother Brown's*, then an unknown source for 6 months serving the same meal every night, and now currently, *Farming Hope*). None have adhered to rule #9 of *SEC. 20.404*. CONTRACT REQUIREMENTS to engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis; and #10, to make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons.

Speaking again to the toxic location, these meals are delivered by staff, who drag meals to individual RVs in a wagon or on a golf cart, collecting dust from the roadway, or held unrefrigerated in the front office for pick up. Unlike at the other Urban Alchemy "tiny house" site at 33 Gough St. San Francisco, there is no kitchen trailer, no place to wash dishes, no refrigeration, and no way to cook. Just an unsheltered microwave. Imagine having to walk up at night alone as a woman, in this remote, scary location. No lights in the actual rows. No, you would eat cold food. Same for when it rains: go stand outside and use an electrical appliance? No, you would eat it cold.

F) **Improper storage of seized generators, gasoline and propane tanks.** Let's go back to no fire suppression and how the fire marshall is supposedly making these inspections. How does he drive right past more than 30 (illegally seized) propane bottles, generators and gas cans? If there was a fire, these consolidated fuel sources would act like a bomb. Recently, there was an event where a man who was unaffiliated with the VTC was witnessed on a popular hiking trail that people use along the outside of the VTC perimeter. He was observed examining the seized propane bottles and fuel containers, then about half-an-hour later, a fire broke out in the field outside the VTC, with approximately 30 trees burnt.

G) **Presence of wild rats in overwhelming numbers and inadequate pest control.** Not only is San Francisco experiencing an increase of rats carrying the bubonic plague, hantavirus, and monkeypox in recent years, but the mechanic hired by BVHPF is quoted in City documents saying the rats are eating our engine wiring. We have seen no increase in the pest control boxes put out, nor other pest control methods except the aforementioned high pressure spray cleaning of rat feces from underneath some of the RVs, as well as work done by "weatherization crew" comprised of day laborers (not the promised professional RV roof specialist), to cover holes where the rats get in (only some tenants received this).

H) **No written notice of government hearings about what is going on where we live.** Not once have we NOT been informed of the status of the lease extension (cancelling out the blanket eviction notice posted Jan. 27, 2023). We want inclusion in the neighborhood working group. This monthly event is hosted by HSH, who openly state this is the mechanism for nearby residents to complain about both the place and the people inside it.

I) **Refusal by the VTC to allow automobiles owned by tenants in addition to our RVs, and refusal to accommodate people with disabilities.** Many of us have been arbitrarily refused to retain our personal automobiles on VTC grounds, resulting in damage, theft, or tow when parked outside the perimeter. Those that are allowed a car, are not allowed to leave it parked next to our RVs, except for 15-minutes unloading. This is an ongoing ADA violation, to make disabled people walk or use their wheelchair long distances to go all the way around the new double fencing that lines the stall aisles to get to our vehicle. Since some of our RVS do not run, many people must walk out of this remote location. It's nearly a mile to the nearest bus stop through a sparsely populated - and threatening - corridor.

J) **Lack of 24/7 accessible hygiene and shower facilities.** For the past two years, there has been a non-ADA shower with access limited to several hours three days a week. One of our union members filed a complaint with the Federal Fair Housing Agency and an investigator ordered that an ADA shower (with a ramp for wheelchairs) be brought in. However, this shower is only open Mon, Wed, Fri, Sun 9-1. For women with menstrual needs, that is insufficient. We need a safe shower accessible 24/7 without a MAN outside with a clipboard asking name, birthdate and an invasive personal question: "when was the last time you saw a doctor?"

K) **Lack of promised laundry trailer.** The birth certificate of the VTC specified there would be a laundry trailer. Instead, our laundry is collected on Tuesday, returned Friday, or collected Friday, returned Tuesday. No recourse if lost or damaged. We need to be able to wash and dry our own clothes and use them immediately, especially wet bed linens.

J) **Promised necessary winter protective items not delivered.** There is an old posted notice stating that "winter blankets are arriving" and we were told verbally at community meetings there would be socks and gloves handed out. Yet it's winter and as we are not allowed to heat our homes due to the no-flame policy, we are in dire need of these now.

K) **Last year's winter floods lasted weeks and prevented ingress and egress.** No improvements have been done over the last year since. What is being done to prepare the front road to prevent us from getting flooded in again? It's flooded to the gate right now!

L) **Insufficient site security.** Last month, there was a documented invasion of the site @ 2 am where two car loads of people unaffiliated with the VTC, carrying guns were allowed in. The police were notified by one of our union members who called 911, but not VTC staff. Half were arrested, and the other half got away. Staff ignored our concerns.

M) **Denial of Service.** We can be refused entry over just about anything. This should never be in the hands of one Urban Alchemy staff member. It is too much power in the hands of someone who spent years in prison, yet who now holds a position of authority over a vulnerable population of the ultra-poor, disabled and elderly. How much training do they get before arriving to be our bosses!!? Our union requires that there be a posted grievance process. This is not a warehouse shelter or a SRO. These RVs are our property, our homes. It is a violation of the 4th amendment of the constitution to even make us afraid that we won't be able to access our homes.

N) **Invasion of right to privacy and right of quiet enjoyment**. While there is a very strict "no guests" policy in place for tenants even for immediate family members, staff host human zoo tours by 'officials' who want to study Urban Alchemy's business model for use in their city. UA organizes unannounced visits by the media, religious groups, and community outreach organizations to literally sell this sheltering model to other cities across the country. No notice given. Just groups walking around, observing, taking our pictures with no identifying tags or information.

At dinner, night staff use their personal cell phones to take our photo as we accept the meal. I can think of no good reason for this to be happening and it's truly disturbing. One Urban Alchemy staff hands out the food while another, on the cart or walking behind it, takes the photo; and there have been many other occasions when our photos have been taken by staff. Yet it's a posted rule that we can't photograph the staff at the risk of being evicted immediately.

Tenants have to listen to staff loudly yell out our names repeatedly throughout the day for meals, laundry, and the most insulting invasion of privacy: the "wellness checks". At any given time, one is expected to drop what you are doing - or wake up - and come to the door or window and greet staff. It implies that we are all hard drug users and need to be checked on to make sure we haven't overdosed. That doesn't happen at a regular RV park. It also tells people out here (staff and tenants alike) who exactly is home or not. For the sick or older people, no naps can be had, which is injurious. Recently, "wellness checks" have been arbitrarily implemented on random evenings.

O) **These RVs are our homes.** It is culturally insensitive to be told constantly that we need to move out of our RVS into SROs or "other housing options". We should not need to be made to leave San Francisco in order to get repairs done on our vehicles. And if so, where is the list of low-cost RV parks in other counties and access to "rapid re-housing" a shallow subsidy paying most of the rent for 18 months?

P) **HSH put forth this project for RVs with no one on staff who is knowledgeable in the care and upkeep of RVs.** For example, there is a (more or less) weekly blackwater pump service, but there is no coordinated water truck (as with industry standard) adding water to our tanks. We must physically haul water from one of two water taps on-site to pour into our toilets to flush them, with disabled people receiving no assistance whatsoever in this task. An insufficiency of water in RV blackwater tanks damages them.

Q) **Adhere to WIC 10000 when assisting tenants** to access programs for repairs, relocation, and other lifesaving benefits:

California Code, Welfare and Institutions Code - *WIC § 10000* The purpose of this division is to provide for protection, care, and assistance to the people of the state in need thereof, and to promote the welfare and happiness of all of the people of the state by providing appropriate aid and services to all of its needy and distressed. It is the legislative intent that aid shall be administered and services provided **promptly and humanely**, with due regard for the preservation of family life, and without discrimination on account of ancestry, marital status, political affiliation, or any characteristic listed or defined in Section 11135 of the Government Code. That aid shall be so administered and services so provided, to the extent not in conflict with federal law, **as to encourage self-respect, self-reliance,** and the desire to be a good citizen, useful to society.

R) **Lack of access to data collected on tenants.** You can not access services unless you give up an extraordinary amount of personal information. No one can access the ONE data that HSH and their nonprofits collect on us. We do comprehend that one of the uses of this data is for the City having power to bring cases for the newly-created CARE Court, but what is reported in our files is put there by possibly ill-trained or even outright hostile staff. We want copies of what is written about us.

S) **The seizure (and the threat of seizure) of property is illegal.** We ask HSH and its subcontractors to immediately halt the threat of towing our HOMES, as well as secondary vehicles, under ANY circumstances. That's the only actual benefit we get from this place. We'd like the written policy instituted that is the same as the SROs that have a 30-day "coroner's hold". As it is, our next of kin only have two days before it is impounded.

> *California Constitution Article I - Declaration of Rights*
>
> Section 1. All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy.

We ask of our Landlord, the SF Dept. of Homelessness (HSH) to:

1. Stop the digging and disturbance of the air in this toxic location. Post permits and sufficient notice of any future digging. Supply masks. Clear the VTC of its many uncovered piles of loose dirt. Plant proper ground cover. Provide written notice this is 300 feet from NPL Superfund site (especially for future VTC tenants who might have health issues and want to refuse placement here). Soil on the dirt recovered during the summer digging. Tell us where the water in the pipes comes from. Address the lack of fire suppression.

2. Remove the double chain link fences that divide each lane of the VTC which make it a fire trap and difficult to park our rigs, and according to AAA tow truck driver(s), impossible to have them towed out for repair. The copper wire that the double-fencing is protecting can be covered in the same manner it is at the roadway (similar to a speed bump, but lets the roadway still be used).

3. Remove (by returning to their owners) the 30+ confiscated propane tanks, generators, and gas cans that are in a fenced-area dangerously close to occupied RVs nor are they are NOT safe from malevolent passers-by.

4. Release us to return to normal living conditions with rules changed and posted so as to allow us to use our kitchens, etc. Instead of confiscating our propane bottles, use your staff van to help us go fill them up, especially for the disabled.

5. Provide safe properly-vetted electric service, potable water, 24/7 showers (in the three deluxe shower trailers already on-site but not in service).

6. Work with the post office to designate an address here, with an internal system for accountable deliveries. Many of us require a place to receive important mail and not inadvertently returned. Thus we could also have fresh food and other items, like from Amazon or Safeway delivered, making life more normal here.

7. Create a workshop area stocked with power tools, supplies, and the equipment needed to work on small projects ourselves, provide a stock of plywood, roof seal, proper RV caulking supplies, etc. We are currently instructed to not make our own repairs.

8. Provide cards to Home Depot, Loews, O'Reillys, AutoZone so we can repair our RVs. This is called a vehicle triage center. Nothing out here helps us with our vehicles. I, the author of this document, waited here 535 days for a simple repair: @ $400 per day, I cost the taxpayer $214,000

9. Provide individual storage sheds so we can tackle deep cleaning/ remodeling our RV during our stay. Currently, if our outdoor space is messy, we get written up and when we get 3 demerits in one month, we can just be thrown out (i.e. "Denial of Service").

10. Add a kitchen trailer with a refrigerator, an ice maker, use the food bank deliveries and the food suppliers to provide basic (raw) foodstuff that we can prepare ourselves in a more healthy manner, how we wish to eat, and when we want to eat. Many out here don't have an RV but live in their

car or truck or van. Those in RVs have had to disconnect their stoves and ovens. No more being woken by staff calling out our names before 8 am. Having a kitchen trailer could also fit the call for a meeting trailer, which is indicated in the birth certificate of VTC. This would also address the flagrant disregard for San Francisco's rule about the waste of plastic. It is obscene the throw-aways daily of serving trays, utensils, bottles, etc.

11. Create 24/7 access to potable drinking water. Presently we are allowed 2 to 3 personal-size 12-16 ounce bottles per day which are handed out with meals. Approx. 25% of meals are delivered without water. People require approximately one gallon of clean, potable water a day to meet their hydration and hygiene needs. There was an announcement 3 months ago about the City "thinking about putting in a potable water fountain". Presently there are two non-potable water taps (one always has a hose on it) for the entire community.

12. Provide a laundry trailer, rather than continue using the current service that loses and damages our clothes without any recourse.

13. Provide ADA compliant showers, 24/7 without an attendant, no questions, no clipboard observer.

14. Replace the black fabric privacy curtains on the chain link fences.

15. Be allowed to possess and park our passenger vehicle next to our RVs (especially for the disabled). We're told that this is a rule of the fire marshall and that "his power overrides the ADA."

16. Do something about the rats to mitigate the spread of illness and property damage.

17. Post the grievance process, display grievance forms in an obvious place, and change the rule that we must directly confront the service provider as this is intimidating for some tenants. Give notice on meetings where the VTC is discussed including working neighbor groups run by HSH. Inform us of the status of where we live. We want to have a say in the subcontractors out here.

18. Stop taking our photos when things are delivered, or at least ask. Where is the signed consent form/ where are these photos being sent?

19. Create posted rules regarding Denial of Service: we want a panel of tenants that hears this type of inner STAFF -to- TENANT conflict before someone loses access to their home and property.

20. Provide a covered meeting area or a meeting trailer (it's in the birth certificate of this VTC).

21. Provide a picnic table to each unit in this place). (it's in the birth certificate of this VTC)

22. Provide WI FI internet (it's in the birth certificate of this place).

23. Allow visitors from 9 am to 9pm; realize we know there's NO background check on who moves in, so rethink what the "no visitors" rule represents: SOCIAL ISOLATION which is deadly, says the Surgeon General.

24. Stop the walk-thru name-called-out "wellness checks", especially the nighttime ones that began recently. It is a violation of privacy. We are free citizens.

25. Access to our ONE files/ paper copy immediately upon request.

26. Provide in advance of repairs/ weatherization: the contractor's credentials, the choice of contractors, a work order and/or estimate BEFORE work begins so we know what to expect. Use cultural sensitivity with appropriate care given to rehouse the vehicle dweller how they prefer; for example, those RVs deemed by the assessing mechanic as being "too far gone", then use the repair funds for a used RV as replacement.

27. Add to the staff someone actually experienced in repair and upkeep of RVs.

28. Require all staff wear name tags, per City rule #25 of *SEC. 20.404.* Contract Requirements

29. Everyone to be given emergency phone numbers of who to call after hours, as well as an evacuation plan in event of flooding.

30. Provide a property seizure policy to include 30-day coroner's hold on RVs whose owners die.

31. Respect the same tenant rights that are accorded to all other Californians.

For example, in listening to the Sept 19, 2023 meeting between San Francisco Homelessness Oversight Commission and HSH, it was immediately apparent how differently we are treated at the

(Prop C-sponsored) VTC.

https://sanfrancisco.granicus.com/player/clip/44752?viewid=227&redirect=true&h=cbd78a0cfc910cc99f86e8b1e2800adb @ 37.48 minute it is stated tenants in other HSH properties have eviction protection rights as well as "Prop C sponsored RIGHT TO COUNSEL".

We want that too.

In closing, our landlord, the SF Dept of Homelessness (HSH) shall inform their VTC service providers, Urban Alchemy and Bayview Hunter's Point Foundation (BVHPF), that to engage in "union organizing activities" is allowed in San Francisco and that we are not to be discriminated against, or harassed, for forming, or belonging to, the tenants' union: The Candlestick 35.

Presented by,

Ramona Mayon

The Candlestick 35 Tenant Union Representative

[1] **Signatories of notice to form a tenants union:**

1. Ramona Mayon #F-4 "See https://bayviewvtc.wordpress.com with documentation on the conditions at the VTC."
2. Paul Razura Reyes #E-6 "Get electricity, access to clean water, decent food, a way to cook our own food."
3. Charles Wesley Keener Jr. #F-6 "City is throwing them money. We can manage this place better than Urban Alchemy."
4. Henry Borreo #G-7 "Shower, water, power."
5. Monica #__ "Electricity, water, visitors, better food."
6. Kelly Hughs #D-7 "Handicap access, electricity, be able to have car."
7. Elmer Mancia #G-1 "Electricity, clean water."
8. Peter T. Tousignant #E-12 "Secure (a) site for long-term living, work to set up rules safety guidelines that are a bit more reasonable than current, yet still retain safety and security of site."
9. Curtis Granger #F-9 "All accomplished."
10. Enrique Olivas #F-9 "Electricity, food quality, park truck inside."
11. Olda Madera #E-7 "We would like electricity, access to visitors and allowed car."
12. Mauricio A. Castro #D-10
13. Oswaldo Reyes #D-2
14. Edward R. Lugo #D-9 "Favoritism and drug screen."
15. Andrew Kucharski #D-11 "Light on 24/7, 24/7 access to potable water, shower and toilet, power 24/7, lunch meal."
16. Mark Noti #E-9

17. Jorge Gallardo #D-6 "Stop this fascist regime that violates my BASIC HUMAN RIGHTS."
18. Robert P. McCrory III, F-3 "Mental health services."
19. Carlos Macay #E-3 "Showers open 24/7 + food pantry, work program."
20. Brandi Wildman #F-12 "Water, power, shower 24/7, respect from Urban Alchemy, visitors, new RV."
21. Mike Price #F-11 "Everything."
22. Ruby Whiteley + Bruce Pense #D-4 "Give us electricity, renter's rights, a physical address, and all the promised things actually happen and not just be talked about."
23. Mike Magnusen #D-3 "Fairness and equality for all. Follow through on what they have already stated was going to be. Electricity, lights, and better treatment of us. Not just using us as $ for their gain."

[2] *Ca. Gov. Code § 65662* Added by Stats 2019 ch 159 (AB 101) [Effective until 1/1/2027]

Use by right: A Low Barrier Navigation Center development is a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses, if it meets the requirements of this article. A local jurisdiction shall permit a Low Barrier Navigation Center development provided that it meets the following requirements:

(a) It offers services to connect people to permanent housing through a services plan that identifies services staffing. (b) It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400 (d) or

Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals. (c) It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code. (d) It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

WELFARE AND INSTITUTIONS CODE

CHAPTER 6.5. Housing First and Coordinating Council [8255 - 8257.2]

(a) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) "Core components of Housing First" means all of the following:

(1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing tenancy.

(6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Michael Magnusen

Contact phone:

Email:

Mailing Address:
130 Caine Ave
San Francisco, CA 94112

Which row and number are you located on:

B3

When did you arrive at the VTC:

Before it was the VTC. The site on carroll and our spot at candlestick right by the water prior to the flood.

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Fairness and equality for all. Follow through to what they have already stated was going to be. Electricity, lights, and better treatment of us. Not just using us as $ for their gain.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

Yes I do and yes I will.

NAME: Michael Magnusen

SIGNATURE:

DATE:

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: KELLY HUGHS

Contact phone: 415 574 8458

Email: KellygibsonHughse@gmail.com

Mailing Address: BAYVIEW VTC
SOC HUNTERSPOINT EXPRESSWAY

Which row and number are you located on:

When did you arrive at the VTC:

What changes would you like to see the Tenants Union accomplish? Use extra paper.
HANDICAPP ACCESS, ELECTRICTY,

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? YES

NAME: Kelly Hughs

SIGNATURE: Kelly Hughes

DATE: 10-24-23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Andrew Kucharski

Contact phone: 415 264 1214

Email: Andrew.John.Kucharski@gmail.com

Mailing Address: N/A

Which row and number are you located on:
C-11

When did you arrive at the VTC:
Nov 2nd 2022

What changes would you like to see the Tenants Union accomplish? Use extra paper.
Light on Use water have 24/7
24/7 access for toilet and shower Power 24/7
Lunch meal

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

~~Yes I understand~~ Yes I understand and will attend. Need ASL interpreter.

NAME: Andrew Kucharski

SIGNATURE:

DATE: 11/13/2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Oswaldo Reyes

Contact phone: 415 866 8754

Email:

Mailing Address: 5352 mision st SFco
CA. 94112

Which row and number are you located on: D #2

When did you arrive at the VTC: 2 years

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Have to more and better beneficios

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

Yes

NAME: Oswaldo Reyes

SIGNATURE:

DATE: 10/31/2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: RUBY WHITELEY & BRUCE PENGE

Contact phone: (650) 307-1355 (415) 852-8951

Email: Whiteleyr38@gmail.com pengeBruce311@gmail...

Mailing Address: N/A —

Which row and number are you located on:
D4

When did you arrive at the VTC:
Not sure, about a year ago

What changes would you like to see the Tenants Union accomplish? Use extra paper.
give us electricity, renters rights, a physical Address. and all the promised things actually happen and not just be talked about.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? yes.

NAME: Ruby Whiteley & Bruce Penge

SIGNATURE: Ruby Whiteley

DATE:

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Jorge Gallardo

Contact phone:
(415) 461 8196

Email:
alectffwm5150@gmail.com

Mailing Address:
4709 Mission st apt B
94112

Which row and number are you located on:
D6

When did you arrive at the VTC:
March 2021

What changes would you like to see the Tenants Union accomplish? Use extra paper.
Stop this communist regime that violates my BASIC HUMAN RIGHTS

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?
Yes (If Not working)

NAME: Jorge Gallardo

SIGNATURE: Jorge Gallardo

DATE: 11/14/23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: EDWARD R. LUGO

Contact phone:
415-792-3750

Email:
~~ed~~ LUGOEdWARD7997@ G-MAIl.CO

Mailing Address:
85 15. 3RD ST.

Which row and number are you located on:
D9

When did you arrive at the VTC:
8-22

What changes would you like to see the Tenants Union accomplish? Use extra paper.
FAVORTISM, AND DRUG ~~ST~~ SCREEN

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? YEP

NAME: ED LUGO

SIGNATURE:

DATE:
11-13-23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Mauricio A Castro

Contact phone: 415 756 9052

Email:

Mailing Address:

Which row and number are you located on: 10 "D"

When did you arrive at the VTC: The opening day

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

yes

NAME: MAURICIO A. CASTRO

SIGNATURE: Mauricio A Castro

DATE:

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Curtis Granger

Contact phone: OPEN

Email:

Mailing Address: Same Address

Which row and number are you located on:

E 3

When did you arrive at the VTC:

All most 21 years

What changes would you like to see the Tenants Union accomplish? Use extra paper.

All Accomplish

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? Just Ask!

NAME: Curtis Granger

SIGNATURE:

DATE: 10-25

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: CARLOS MACAY

Contact phone:
415-240-9199

Email:

Mailing Address:

Which row and number are you located on: E4

When did you arrive at the VTC: JAN-1-14-23

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

NAME: CARLOS MACAY

SIGNATURE:

DATE: 12-5-23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: PAUL RAZURA REYES

Contact phone: 415 713 4694

Email: REYESPAUL2246@gmail.com

Mailing Address: BAYVIEW - VTC
500 HUNTERS POINT EXPRESSWAY
SF

Which row and number are you located on: E-6

When did you arrive at the VTC: 9/22

What changes would you like to see the Tenants Union accomplish? Use extra paper.
GET ELECTRICITY ACCESS TO CLEAN WATER DECENT FOOD. A WAY TO COOK ARE OWN FOOD

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? YES

NAME: PAUL RAZURA REYES

SIGNATURE:

DATE: 10/23/23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Curtis Granger

Contact phone: OPEN

Email:

Mailing Address: SAME Address

Which row and number are you located on:

E-3

When did you arrive at the VTC:

2 1/2 years

What changes would you like to see the Tenants Union accomplish? Use extra paper.

All Accomplish

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? JUST ASK!

NAME: Curtis Granger

SIGNATURE: Curtis Granger

DATE: 10.-25

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: olda madera

Contact phone: 510 690 7568

Email: oldamedina89@gmail.com

Mailing Address: 905 A Frederick St
San Francisco CA 941[illegible]7

Which row and number are you located on:

E 7

When did you arrive at the VTC:

August 2022

What changes would you like to see the Tenants Union accomplish? Use extra paper.

We like electicity and acces to visitor and ollowed car

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

Yes

NAME: olda madera

SIGNATURE:

DATE: 10/23/2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Mark Noti

Contact phone: 415-559-5547

Email: mr.notiboys2388@gMail.com

Mailing Address:
3230 San Bruno Ave

Which row and number are you located on:
E - 9

When did you arrive at the VTC:

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

NAME: Mark Not

SIGNATURE:

DATE: 11-14-23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Tousignant, Peter T.

Contact phone: 628-666-7590

Email: ~~[illegible]~~ peter.T.Tousignant@gmail.com

Mailing Address: 1060 Howard st
San Fran. 94130

Which row and number are you located on:
E-12

When did you arrive at the VTC: Sept 2024

What changes would you like to see the Tenants Union accomplish? Use extra paper.
secure site for long term living, work to set up Rules & safety guidelines that are a bit more reasonable than current, yet still retain safety and security of site

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? I can attend most as long as they do not interfere with my medical or other legal appointments

NAME: Tousignant Peter T.

SIGNATURE:

DATE: Oct 26 2024

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Robert P. Mc Crory III

Contact phone: 650-455-5229

Email: diverpmdive@aol.com

Mailing Address: 307 S. San ~~Francisc~~
Bruno, CA. 94066

Which row and number are you located on:

F-3

When did you arrive at the VTC:

2021

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Showers open 24/7 - food pantry mental help services / work program

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

I will try to get off of work

NAME: Robert P. Mc Crory III

SIGNATURE:

DATE:

11/19/2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Ramona Mayon

Contact phone: 415-595-6308

Email: ramonamayon@yahoo.com

Mailing Address: 1559 Sloat Blvd Suite B - Box 175
San Francisco CA 94132

Which row and number are you located on:
F-4

When did you arrive at the VTC: Aug 9, 2022

What changes would you like to see the Tenants Union accomplish? Use extra paper.
see https://bayviewvtc.wordpress.com

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?
Yes

NAME: Ramona Mayon

SIGNATURE: Ramona Mayon

DATE: Jan 24, 2024

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Charles Wesley Keener Jr.

Contact phone: 415-271-4134

Email: Charles Keener Jr. 40@Gmail.com.

Mailing Address: 3230 San Bruno Ave.
San Fransico Ca 94134

Which row and number are you located on: F6

When did you arrive at the VTC: June 2020

What changes would you like to see the Tenants Union accomplish? Use extra paper.
City is Throwing There money. We can manage this place Better Than Urban a/c.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? Yes.

NAME: Charles Wesley Keener Jr.

SIGNATURE: Charles Wesley Keener Jr.

DATE: 10-23-2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: ENRIQUE OLIVAS

Contact phone:

Email:

Mailing Address: VTC
500 HUNTERSPOINT GPW
SF

Which row and number are you located on: F9
TRAILER

When did you arrive at the VTC:

1/22

What changes would you like to see the Tenants Union accomplish? Use extra paper.

ELECTRICITY FOOD QUALITY
PARK TRUCK INSIDE

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

NAME: Enrique OLIVAS JR

SIGNATURE: Enrique Olivas Jr.

DATE:

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Mike Price

Contact phone: 415-574-8458

Email: Boxtruckmike@gmail.com

Mailing Address:
1412 hudson Ave S.F CA94124

Which row and number are you located on:
F-11

When did you arrive at the VTC:
Since day 1

What changes would you like to see the Tenants Union accomplish? Use extra paper.
every thing

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? Yes

NAME: Mike Price

SIGNATURE: Mike Price

DATE: 12/4/23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Brandi Wildman

Contact phone:
415-574-8458

Email:
BJwildman@gmail.com

Mailing Address:
1412 hudson Ave San francisco CA 94124

Which row and number are you located on:
F-12

When did you arrive at the VTC:
the first day opened

What changes would you like to see the Tenants Union accomplish? Use extra paper.
water, power, shower 24/7, respect from Urban Alcaney, Vistors, New RV.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?
Yes

NAME: Brandi Wildman

SIGNATURE: B

DATE: 12/4/23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: ELMER MANICA

Contact phone:

Email:

Mailing Address: BAYVIEW VTC

Which row and number are you located on: G 1

When did you arrive at the VTC: 14 MONTHS AGO

What changes would you like to see the Tenants Union accomplish? Use extra paper.
ELECTRICTY, CLEAN WATER,

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? YES

NAME: Elmer Mancía ELMER MANCÍA

SIGNATURE:

DATE: 10/24/23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Henry Borrero

Contact phone: 1415 760-4805

Email: Borrero henry 32 @ gmail.com

Mailing Address: 617 commercial ave #3 South san francisco CA 94080

Which row and number are you located on: 9-7

When did you arrive at the VTC: Carrol ~~Ave~~ St The very beginning

What changes would you like to see the Tenants Union accomplish? Use extra paper.
Shower water, power

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? yes

NAME: Henry Borrero

SIGNATURE:

DATE: 10/24/2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: MONICA

Contact phone:

Email:

Mailing Address: BAYVIEW VTC
500 HUNTERS POINT EXPRESSWAY

Which row and number are you located on:

When did you arrive at the VTC:
17 MONTHS AGO

What changes would you like to see the Tenants Union accomplish? Use extra paper.
ELECTRICITY, WATER, VISTORS
BETTER FOOD

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? YES

NAME: Monica Zertuche

SIGNATURE: Monica Zertuche

DATE: 10/03/23

Exhibit C

DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Shireen McSpadden, Executive Director
Mayor

London Breed,

Bayview Vehicle Triage Center
Participant Agreement

Welcome to the City and County of San Francisco's Bayview Vehicle Triage Center. Safe Parking programs provide emergency temporary parking for people living in their vehicles. Every guest receiving safe parking does so at the invitation of the City and County of San Francisco's Department of Homelessness and Supportive Housing. This Safe Parking program does not provide permanent parking or housing, and guests staying at this site **do not have tenancy rights**. Nonetheless, all guests are entitled to fair, respectful, and equitable treatment.

The community guidelines described below apply to all guests staying at the site managed by the Department of Homelessness and Supportive Housing. Please read the following community guidelines and initial next to each one to indicate that you have read and fully understand each guideline. The following guidelines may be modified by a San Francisco Department of Public Health based on emerging public health needs.

COMMUNITY EXPECTATIONS AND GUIDELINES

Length of Stay

- The Bayview VTC program is a temporary program designed to provide a safe, clean environment to individuals living in their vehicles.
- The City of San Francisco may terminate or extend the program at any time. This program creates no right or interest enforceable under California or San Francisco landlord tenant laws.
- The City may terminate or extend a participant's ability to enter or remain on the premises at any time and for any reason, in the City's sole discretion.

Guest Initials: ________

Respectful interactions with others

- All guests are expected to behave respectfully when interacting with anyone at the site. Guests must refrain from all forms of harassment, abusive language, or lewd behavior when interacting with others at the site.
- All site staff and guests are expected to treat others with dignity, civility, and courtesy.

Guest Initials: ________

SFDPH COVID-19 Guidelines

- Guests must wear a mask at all times (must cover nose and mouth) except when actively eating, drinking, showering, on their bed/mat, and/or in their room.

- Guests must stay six feet apart from others.
- Guests must wash hands often with soap and water for at least 20 seconds, or using hand sanitizer, specifically when entering shelter, before eating, after going to the bathroom, after blowing their nose, coughing, or sneezing, and before and after touching face or masks.
- Guests must follow other COVID-19 prevention guidelines as outlined by SFDPH.

Guest Initials: ________

Check in

Guests must check in with the attendant at the gate when entering the site; guests who do not follow this rule will not be admitted onto the site.

Guest Initials: ________

Hoarding

- Guests may not accumulate excessive possessions that congest and clutter active living areas and substantially compromises a safe environment for self and others.

Guest Initials: ________

Visitors

- No visitors are allowed, unless providing essential services to guests on-site. Guests are required to coordinate with site staff if they have essential services providers not already present on-site that need to assist them, and to share the service schedule as far in advance as possible. Service providers are required to sign in and out of the site. Overnight visitors are prohibited. Guests that do not comply with the no visitor's policy will be exited from the site immediately.

Guest Initials: ________

Sanitation

- Garbage must be disposed of in designated areas
- Participants **must use the restrooms on site** and not store or otherwise dispose of waste

Guest Initials: ________

Removal of property

- Guests must retrieve their vehicle when they leave the program. Any vehicle that remains onsite after the guest exits will be towed within **7** business days.

Guest Initials: ________

Violent behavior

- Violence is not permitted, including but not limited to pushing, shoving, slapping, kicking, or throwing things at the site. Threats of violence are also not permitted. Any guest who engages in violence or threats could be subject to immediate removal, as well as possible criminal prosecution.

Guest Initials: ________

Weapons

- Guests may not possess weapons on site. Security has the right to check all guests for weapons.

Guest Initials: ________

Animals

If a guest has service animals and/or pets at the time of referral, the guest may have those same animals onsite. Guests must get prior approval from the site to bring additional animals onsite. Additional service animals may be approved through the reasonable accommodation process.

Guests are responsible for the behavior of their animals at all times. Guests with animals must comply with all the following rules:

- Animals must be on a leash or in a container in common areas and guests must always have direct physical control of their animals.
- The guest is responsible for the care and feeding of their animal, including properly disposing all animal waste.
- Animals may not be aggressive or loud.
- If an animal attacks or bites another animal or a person, site staff will report the incident to San Francisco Animal Care and Control (SFACC), and the guest must remove the animal from the site.
- Guests must have current rabies vaccination for their animals.
- Site staff can arrange for animals to be temporarily sheltered with SFACC if the animal needs to be removed from the site and the guest does not have other alternatives or if the guest can no longer care for the animal.

Guest Initials: ________

Reasons for Program Discharge

- Participants are expected to follow the Code of Conduct. Failure to do so may result in discharge from the program.

Guest Initials: ________

Quiet hours

Quiet hours are between 10:00 pm and 7:00 am.

Guest Initials: ________

Confidentiality

By law, there are a few exceptions to confidentiality that allow for disclosure of information without your consent. These exceptions are as follows:

- If there is a reasonable suspicion of abuse or neglect towards a child.
- If there is a reasonable suspicion of the abuse or neglect of an elder adult (age 65 or over) or of a dependent adult (someone who is not capable of caring for themselves)
- If an occupant presents a danger to self.
- If an occupant presents a danger to others.
- In the case of a medical emergency for purposes of obtaining medical treatment.
- If a court subpoenas your records.

Guest Initials: ________

Rules Enforced by the Fire Marshal:

- No personal generators
- No electric heaters.
- No Cooking appliances.
- Ovens/stovetops in RVs to be disconnected and not used
- RV awnings must be disabled and secured in the closed position
- Carbon monoxide and smoke detectors to be provided to all RVs and activated at all times
- All exits from RVs and temporary trailers shall not be blocked and free of hazards

Guest Initials: ________

The purpose of the Bayview VTC is to provide a safe place for unsheltered individuals and families to park without the fear of being cited. Families and individuals at the Bayview VTC will also have case managers supporting clients and providing supportive services. Clients who are still in possession of inoperable vehicles at the time of site closure are at risk of having their vehicle impound.

ACKNOWLEDGEMENT OF RECEIPT

By signing this document, you acknowledge receipt of the community expectations and guidelines above and understand that this is a temporary program with no tenancy rights.

____
Guest's Name (Printed)

____
Guest's Signature

____
Date

____
Authorized Site Staff's Name (Printed)

____
Authorized Site Staff's Signature

____
Date

Exhibit D

SAN FRANCISCO PUBLIC WORKS

Ronald Alameida, Deputy Director & City Architect | Building Design & Construction
ronald.alameida@sfdpw.org | T. 628.271.3075 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

TO: Don Lewis
Senior Planner
Environmental Planning Division
San Francisco Planning Department

DATE: August 30, 2023

PROJECT: Bayview Vehicle Triage Center

SUBJECT: California Environmental Quality Act (CEQA) Exemption per AB 101

This Memorandum serves as the official request to the San Francisco Planning Department to confirm that no CEQA review is required for the Vehicle Triage Center proposed at Candlestick Point State Recreation Area under the terms of AB 101, which was signed by Governor Newsom in August 2019.

Description of Bayview Vehicular Triage Center

San Francisco Public Works is delivering the project on behalf of our client, the San Francisco Department of Homelessness and Supportive Housing (HSH). The Vehicle Triage Center will be a safe site for people experiencing homelessness and living in their vehicles to sleep in their cars and access services. The site will be established on an existing, unused parking lot at Candlestick Point State Recreation Area at 500 Hunters Point Expressway, which is under the jurisdiction of the State Lands Commission and California Department of Parks and Recreation. Subject to negotiation of the lease between the City, California State Parks, and the State Lands Commission. It operates with a limited number of vehicles and site improvements and will open to full capacity and with all site improvements in early/mid 2024.

The parking lot is approximately 290,000 SF and is connected to Hunters Point Expressway by a 25'-wide, approximately 500'-long driveway. The site will accommodate parking for a maximum of 150 occupied client vehicles with an anticipated total capacity of 225 clients (based on an estimate of 1.5 people per vehicle). The site will provide restrooms, showers, and laundry trailers as well as staff trailers for site supervisors, case managers, clinical supervisors, and security and janitorial staff. Additional parking will be provided for staff, visitors, and secondary client vehicles. The site will provide electrical service to each occupied vehicle, enough to charge cell phones and turn on small appliances. Utility upgrades will be done to support the electrical, water and wastewater needs of the site. The area will also have site lighting and security camera coverage. Other amenities such as picnic tables, shade umbrellas, and a pet area will provide spaces for people to gather and foster community.

- The site will be managed and operated by two service providers: One for general site operations and security and another for clinical support. The site operations service provider will be responsible for the day-to-day operations of the site and program. The clinical support provider will provide case management and connect clients to social services, programs, and housing placements. Proposed service will include 24/7 staffing coverage and supportive services as agreed with HSH and meet all applicable life and safety requirements, including security and janitorial support.

- Additionally, visiting program staff will include:
    - Department of Public Health Shelter Health nurses.
    - Human Services Agency Benefits staff
    - Coordinated Entry contracted staff

Initial placements will be assessed and made via HSH's Outreach programs in cooperation with other City and community partners. The program will serve unsheltered and street-based persons experiencing homelessness.

Project meets the Criteria for a Low Barrier Navigation Center under AB 101
Government code Section 65660(a) defines a "low barrier navigation center" as a Housing First, low-barrier, service enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low barrier" means best practices to reduce barriers to entry, and may include, but is not limited to:

1) The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth
2) Pets
3) Storage of possessions; or
4) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds or private rooms.

The Bayview Vehicle Triage Center will provide:

1) A safe place for people to park their RVs/Passenger Vehicles and sleep
2) Electrical power to each vehicle, enough to charge phones and small appliances
3) A pet policy that allows clients to bring their pets

For these reasons, the proposed Vehicle Triage Center is considered a "low barrier navigation center" as contemplated by Government Code 65660(a).

Further, the proposed site meets the following criteria, required by Government Code Section 65662:

a) It offers services to connect people to permanent housing through a services plan.
b) It will provide connections and referrals to additional resources within the Homelessness Response System, including referrals or onsite Coordinated Entry Assessments that connects

eligible people to permanent housing, housing assistance or other resources to support permanent exits from homelessness. The Coordinated Entry System is a centralized assessment system developed pursuant to section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020 and any related requirements, designed to coordinate program participant intake, assessment and referrals.

c) It complies with Welfare and Institutions Code Section 8255, which includes the following core components:
    1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
    2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
    3) Acceptance of referrals directly from street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
    4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
    8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
    9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
    10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
    11) The project may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

Regarding terminology, Government Code Section 65662 (c) and Welfare and Institutions Code Section 8255 refers to residents of low barrier navigation centers as "tenants." HSH prefers to use the word "client" instead, as people staying in HSH-owned and operated navigation centers neither sign a lease nor provide payment for services and shelter.

For the above reasons, we are seeking your concurrence that the Bayview Vehicle Triage Center is not subject to CEQA or any of the City's discretionary review procedures or requirements.

cc: Devyani Jain, Deputy Director of Environmental Planning, SF Planning
Joy Navarrete, Principal Environmental Planner, SF Planning
Joanne Park, Senior Real Estate Analyst, SF HSH

Exhibit E

Item 1 **File 23-0974**	**Department:** Department of Homelessness and Supportive Housing (HSH)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would authorize the Director of Property, on behalf of the Department of Homelessness and Supportive Housing (HSH), to negotiate and enter into a sublease with the California Department of Parks and Recreation for 312,000 square feet of property to continue the City's use of the Bayview Vehicle Triage Center at Candlestick Point State Recreation Area (CPSRA), for a term of two years from approximately January 13, 2024 through January 12, 2026, for annual base rent of $312,000.

Key Points

- In April 2019, the Board of Supervisors approved an ordinance that required HSH to establish a Safe Overnight Parking Pilot Program to provide homeless people a safe place to park and sleep in their vehicles. The City identified an underutilized parking lot at CPSRA, and the Board of Supervisors approved a resolution authorizing the Director of Property to negotiate a two-year sublease for the site, with rent paid by in-kind law and parking enforcement services. The California Department of Parks and Recreation has agreed to a new sublease for an additional two years.
- The Bayview Vehicle Triage Center opened in January 2022. The site initially had anticipated capacity for 78 parking spaces with a goal of expanding to 150 parking spaces after site improvements were completed by July 2022. However, due to the size of vehicles and vehicle spacing required by the State Fire Marshal, capacity has been limited to 35 vehicles and final capacity is now anticipated to be approximately 69 vehicles. HSH is awaiting PG&E approval for power connections to meet the expanded capacity.

Fiscal Impact

- Over the two-year term of the proposed sublease, HSH would pay $624,000 in total rent. In addition to rent, the Budget and Legislative Analyst estimates that total costs for operating the Bayview Vehicle Triage Center though between FY 2023-24 – FY 2025-26 are approximately $12.2 million.

Policy Considerations

- Given that PG&E often has long lead times for power connection projects, it is possible that site capacity may not expand during the two-year term of the proposed sublease. Assuming an ongoing capacity of 35 vehicles per night, the cost per vehicle is approximately $140,000 per year, which is by far the most expensive homeless response intervention.

Recommendations

- Request the Department of Homelessness & Supportive Housing report to the Board of Supervisors on the costs and benefits of lower cost service models to operate vehicle triage centers by June 2024, as part of the Department's budget proposal.
- Approve the proposed resolution.

MANDATE STATEMENT

City Administrative Code 23.27 states that any lease with a term of one year or longer and where the City is the tenant is subject to Board of Supervisors approval by resolution.

BACKGROUND

In April 2019, the Board of Supervisors approved an ordinance that required the Department of Homelessness and Supportive Housing (HSH) to establish a Safe Overnight Parking Pilot Program to provide homeless people a safe place to park and sleep in their vehicles (File 19-0141). The City identified an underutilized parking lot at Candlestick Point State Recreation Area (CPSRA), which is owned by the California State Lands Commission and leased to the California Department of Parks and Recreation. In October 2019, the Board of Supervisors approved a resolution authorizing the Director of Property, on behalf of HSH, to negotiate and enter a sublease for 312,000 square feet of property at CPSRA to use as a vehicle triage center for an initial term of two years, with rent to be paid as in-kind law enforcement and parking enforcement services valued at $1,796,090 (File 21-0966). To prepare the site, HSH installed a perimeter fence, solar lighting, guard shack, mobile trailers, potable water bibs, and portable toilets, and repainted the existing public restrooms. In April 2022, the Board of Supervisors authorized HSH to enter into a Standard Agreement with the California Department of Housing and Community Development (HCD) to accept and expend up to $5,600,000 in grant funds to fund these improvements (File 22-0293). According to HSH, the Department has spent approximately $4.6 million in grant funds and approximately $1 million is available for future improvements, discussed below section below.

With the closure of the original vehicle triage center on San Jose Avenue, the Bayview Vehicle Triage Center is currently the only one operating in San Francisco. According to the 2022 Point-in-Time Homeless Count, there were approximately 1,055 homeless people living in vehicles in San Francisco. Similarly, the City's July 2023 Tent, Structure, and Vehicle Count identified 1,058 inhabited vehicles, of which 507 were located in District 10. The California Department of Parks and Recreation has agreed to a new sublease for an additional two years.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the Director of Property, on behalf of HSH, to negotiate and enter into a sublease with the California Department of Parks and Recreation for 312,000 square feet of property to continue the City's use of the Bayview Vehicle Triage Center at CPSRA, for a term of two years from approximately January 13, 2024 through January 12, 2026, for annual base rent of $312,000.[1] The proposed resolution would also authorize the Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of the sublease, affirm findings under the California Environmental Quality Act

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[1] Because the proposed rent is below $45 per square foot annually, an appraisal is not required under Chapter 23 of the City's Administrative Code.

(CEQA), and find that the proposed sublease is in conformance with the General Plan and eight priorities of Planning Code Section 101.1.

The key terms of the proposed lease are shown in Exhibit 1 below.

Exhibit 1: Key Terms of Proposed Sublease

Term	Two years
Premises	312,000 square feet
Annual Rent	$312,000
Capacity	150 parking spaces stated in lease, actual final capacity likely 69 spaces
Options to Extend	None
Utilities	Paid by City
Disposition of Improvements	City must remove all improvements and property at end of lease

Source: Proposed sublease

As noted above, HSH would no longer pay in-kind rent through law enforcement and parking enforcement services. According to HSH staff, the City would continue providing these services but HSH has not estimated the costs.

Vehicle Triage Center

The Bayview Vehicle Triage Center opened at the site in January 2022. The site initially had anticipated capacity for 78 parking spaces with a goal of expanding to 150 parking spaces after site improvements were completed. However, due to the size of vehicles and vehicle spacing required by the State Fire Marshal, capacity has been limited to 35 vehicles and final capacity is now anticipated to be approximately 69 vehicles, pending connection to a permanent power source. HSH is awaiting PG&E approval for power connections, and also plans to repair water and sewer mains and pave a road. The remaining $1 million from the HCD grant is available for these improvements, according to HSH staff.

According to Bryn Miller, HSH Senior Legislative Analyst, the triage center is typically filled to capacity and served 96 clients from 73 households in FY 2022-23, with an average stay of 218 days. Guests are often referred to the site by the Homeless Outreach Team, with a focus on homeless residents living in vehicles near Candlestick Point State Recreation Area.

Service Providers

HSH has contracts with the Bayview Hunters Point Foundation and Urban Alchemy to operate the triage center. Urban Alchemy operates the site, including site maintenance, reservations, storage, entry and exit, and laundry. Bayview Hunters Point Foundation provides engagement, case management, benefits navigation, wellness checks, emergency response and conflict resolution, children's and youth services, exit planning, and two daily meals for guests. The service agreements for both organizations require that both provide intake, orientation, assessments and individual service plans, referrals and coordination of services, and support groups and activities. The contracts with Urban Alchemy and Bayview Hunters Point Foundation expire in January 2024 and June 2024, respectively. According to Senior Legislative Analyst Miller, HSH plan to extend the contracts through the proposed sublease term.

Performance Monitoring

FY 2022-23 performance monitoring for Urban Alchemy indicated that it met all four service objectives but did not meet its two outcome objectives. Only 25 percent of guests were deemed to have a "positive exit" from the site, which is defined as an exit to shelter, housing, homeward bound, or a successful problem-solving resolution, which is below the goal of 50 percent.[2] HSH staff reported to our office that they still considered 25 percent of positive exits (4 of which were to housing) a sign that the program is working. We note this percentage is similar to the number of exits to housing observed in the Controller's 2021 evaluation of the Vehicle Triage Center on San Jose Avenue.[3]

FY 2022-23 performance monitoring for Bayview Hunters Point Foundation indicated that it met all three service objectives and one outcome objective. There were no findings or required corrective actions.

Fiscal & Compliance Monitoring

The Department of Public Health (DPH) reviewed Bayview Hunters Point Foundation's financial documents as part of the FY 2020-21 Citywide Fiscal and Compliance Monitoring program and identified four findings that were not yet in conformance and noted that failure to conform may result in "elevated concern" status. Bayview Hunters Point Foundation was one of two non-profits on elevated concern status in the Controller's Citywide Nonprofit Monitoring and Capacity Building Program Report FY 2021-22, based on their lack of compliance with a grant agreement to provide fiscal sponsor service to United Council of Human Services, invoicing departments for costs not yet incurred, and turnover in leadership.[4] The Controller's Office, HSH, and DPH are each providing technical assistance to improve the organization's financial condition and grant performance. HSH provided a status report from July 2023 that showed progress towards the goals of the technical assistance, including completion of an audited financial statement for FY 2020-21 and successful registration with the state as a charitable nonprofit, though the financial audit for FY 2021-22 and a complete cash flow analysis is still pending.

HSH reviewed Urban Alchemy's financial documents as part of the FY 2022-23 Citywide Fiscal and Compliance monitoring program and identified 10 findings. All findings have been addressed and Urban Alchemy is now deemed to be in conformance.

FISCAL IMPACT

Over the two-year term of the proposed sublease, HSH would pay $624,000 in total rent. In addition to rent, the Budget and Legislative Analyst estimates that total costs for operating the

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[2] In addition, 70 percent of guests who completed the quarterly satisfaction survey rated the treatment of staff, connection to services, and safety as good or excellent, which is slightly below the goal of 75 percent. There were no findings for FY 2022-23 but a required follow-up from FY 2021-22 that case files are reviewed by a supervisor and that a form is created by September 30, 2022, was implemented.

[3] Controller's Office, "Vehicle Triage Center Evaluation," February 1, 2021

[4] These issues are also noted in the Controller's November 2022 audit, "The City Must Determine Whether United Council of Human Services Should Continue Providing Services to San Francisco Residents Despite Continuing Noncompliance with City Grants."

Bayview Vehicle Triage Center though between FY 2023-24 – FY 2025-26 are approximately $12.2 million.

Exhibit 2: Estimated Bayview Vehicle Triage Center Costs

	FY 2023-24	FY 2024-25	FY 2025-26	Total
Rent	$130,000	$312,000	$182,000	$624,000
Urban Alchemy	2,881,203	2,989,356	1,796,105	7,666,664
Bayview Hunters Point	1,237,715	775,171	452,124	2,465,010
Service Contract Contingency (20%)	823,784	752,905	449,646	2,026,335
Total	**$5,072,702**	**$4,829,432**	**$2,879,875**	**$12,782,009**

Source: BLA estimates from HSH sources

Note: FY 2025-26 figures are through January 2026.

Service contract estimates are based on HSH estimates, which show a decrease in the Bayview Hunters Point contract, and include a 20 percent contingency for unforeseen costs. Not included in the table above are law and parking enforcement costs which are at least $900,000 per year. All lease and service contract costs would be funded by Proposition C funds, a gross receipts tax that funds homeless housing and services.

POLICY CONSIDERATION

Site Capacity

As stated above, the Bayview Vehicle Triage Center was planned to open with capacity for 78 parking spaces and expand to 150 spaces after improvements were expected to be complete by July 2022. However, due to the size of vehicles and spacing required by the State Fire Marshal, capacity is currently limited to 35 spaces, or 23 percent of originally anticipated capacity. HSH estimates that after power connections are completed, capacity would expand to approximately 69 vehicles, or 46 percent of originally anticipated capacity. Given that PG&E often has long lead times for power connection projects, and that the Bay Area Air Quality Management District (BAAQMD) has not given approval to use interim power generators, it is possible that site capacity may not expand during the two-year term of the proposed sublease. HSH staff report that they have not yet found another site suitable for a vehicle triage center.

Cost

Assuming an ongoing capacity of 35 vehicles per night, the cost per vehicle is approximately $140,000 per year, which is by far the most expensive homeless response intervention. According to the Place for All report, the cost of shelter and supportive housing ranges from approximately $40,000 to $60,000 per slot and the cost of a safe sleeping site is $87,600 per slot. If this site's capacity increases to 69 spots, the annual cost per spot would be $70,000.

The operating costs of $400 per night (with 35 spaces) are also an increase from approximately $105 per vehicle per night in the 2021 Controller's Assessment of the original San Jose Avenue vehicle triage center. The original Vehicle Triage Center did not have on-site case management, which was estimated would increase costs to $117 per spot per night.

CM-010

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FOR COURT USE ONLY

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Superior Court of California
County of San Francisco
JAN 26 2024
CLERK OF THE COURT
BY: Deputy Clerk
Daija Rogers

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 450 McAllister
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco CA 94102
BRANCH NAME:

CASE NAME:
Mayon v. Breed

CIVIL CASE COVER SHEET

☑ **Unlimited** (Amount demanded exceeds $35,000)
☐ **Limited** (Amount demanded is $35,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CGC-24-611907

JUDGE:

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
☐ Business tort/unfair business practice (07)
☑ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment
☐ Wrongful termination (36)
☐ Other employment (15)

Contract
☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property
☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer
☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review
☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
☐ RICO (27)
☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
☐ Partnership and corporate governance (21)
☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply):* a. ☑ monetary b. ☑ nonmonetary; declaratory or injunctive relief c. ☑ punitive
4. Number of causes of action *(specify):* 1
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 1. 26. 24

Ramona Mayon
(TYPE OR PRINT NAME)

Ramona Mayon
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.